

PROPERTY FOR SALE
Upper Air Inflation Shelter
Yakutat Airport, Alaska
Sealed Bid Sale
Bid Opening 2:00 P.M. PT
April 8, 2015

The National Weather Service (NWS) invites you to bid on this property!

This sale consists of the sealed bid sales of a 416 sf wood frame Upper Air Inflation Shelter constructed circa 1953, which is located on leased land at the Yakutat Airport, Yakutat , AK 99689, to be sold on an "As is" and "Where is" basis with no underlying land.



Auction Summary

Sale Type: Sealed Bid

GSA Control No. 9-C-AK-0856AB

Bid Opening: 2:00 P.M., PT, April 8, 2015

Auction Web Page

RealEstateSales.gov

View Property listing and download Sales information.

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on Alaska to view and download Property Sales information.

Sealed bids must be submitted to:

General Services Administration
Real Property Disposal Office (9PZF)
400 15th Street S.W.
Auburn, WA 98001-6599
Telephone: (253) 931-7556

Any bids received after 2:00 P.M., April 8, 2015 will not be considered.

If you wish to hand deliver a bid, enter the white GSA office building at the 15th Street S.W. main entrance. You will need to use the touchpad in the front of the glass doors to have someone meet you to receive your bid envelope and/or to escort you to the office to observe the bid opening. Andrew Schwartz at phone extension 7556 is appropriate, but if no answer the following names and numbers can also be called: Lisa Roundtree 7709, Blaine Hastings 7550. You may wish to bring this bid package with you to eliminate confusion. The Real Property Disposal Office is in Room 1161. Bids may be hand delivered from 9:00 a.m. to 3:00 P.M. weekdays (except for Federal Holidays).

Auction Assistance

Andrew Schwartz

253-931-7556

e-mail: andrew.schwartz@gsa.gov

Inspection Opportunities

The location of the property, as described in this IFB, is at the Yakutat Airport. You are invited and encouraged to inspect the property and make your own assessment of the property conditions prior to submitting a bid. You may inspect the property by appointment. Please schedule an appointment with the National Weather Service's Michael Couch, 907-271-5125, Michael.couch@noaa.gov, who will make arrangements with NWS Yakutat staff for your

inspection appointment. Failure to inspect the property or to be fully informed as to the condition of any or all of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

Invitation for Bids:

Bids for the purchase of the property described herein will be received and then publicly opened at 2:00 P.M. on April 8, 2015, at the Real Property Disposal Office, Room 1161, General Services Administration, 400 15th Street SW, Auburn, Washington 98001.

This Invitation is issued subject to, and bids submitted must be in compliance with and subject to, the provisions of this Invitation for Bids, including its Schedule, General Terms of Sale, Instructions to Bidders, and Bid Forms and Acceptance, all of which are attached hereto and by this reference made a part thereof.

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PROPERTY DESCRIPTION

1. PROPERTY DESCRIPTION:

Bidders are reminded that the properties are offered for sale and will be sold "As is" and "Where is" without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.

The property is a 416 sf wood frame Upper Air Inflation Shelter constructed circa 1953, which is located on leased land at the Yakutat Airport, Yakutat , AK 99689.

2. LOCATION:

The property is located on leased land at the Yakutat Airport, Yakutat, AK 99689.



SPECIAL TERMS OF SALE

The property is offered for sale on an ALL CASH BASIS. No offers will be considered which specify terms other than cash.

The Upper Air Inflation Shelter may be used for aeronautical purposes only. The high bidder will be required to enter into a lease for the underlying land on which the building sits with the Alaska Department of Transportation that will mandate the completion of all applicable improvements within two years of the lease start date. Notice is hereby given that the building has been used for the storage of hazardous materials. All hazardous materials must be disposed of in a manner consistent with state and federal environmental regulations. Please contact Leasing Specialist Sharyn Augustine, (907)465-6893, sharyn.augustine@alaska.gov, for leasing information and for a report detailing the storage of hazardous materials.

The description of the property set forth in this Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to said property is based on information available to the GSA Real Property Disposal Office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contracts of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

Possession of the property will be granted to the successful bidder in writing effective the date the full purchase price has been received. The purchaser agrees to assume possession effective that date with all attendant rights and responsibilities.

The Government is not going to conduct or fund the following services: (1) testing or pumping (2) appraisal or (3) environmental testing. If a purchaser desires these services, they are to be acquired at the purchaser's expense.

If a bid for the purchase of the property is accepted, a Bill of Sale will convey the Government's interest. No warranties express or implied, are given with regard to the condition of the property. The property is offered for sale "as is" and "where is". The government does not make any guaranty or warranty, express or implied, with respect to the property as to quantity, quality, character or condition, size or kind; or what the property is in condition or fit to be used for the purpose for which intended. Failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

The description of the property set forth in this IFB, and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other

Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the bidder against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.



GENERAL TERMS OF SALE

- 1. Term - "Invitation for Bids".** The term "Invitation for Bids" as used herein refers to the foregoing invitation for Bids, and its Schedule; the Instructions to Bidders; the General Terms of Sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.
- 2. Descriptions In Invitation For Bids.** The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.
- 3. Inspection.** Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.
- 4. Condition Of Property.** The property is offered for sale and will be sold "As is" and "Where is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.
- 5. Zoning.** Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.
- 6. Continuing Offers.** Each bid received shall be deemed to be a continuing offer after the date of the bid for 45 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 45 calendar days. If the Government desires to accept any bid after the expiration of the 45 calendar days, the consent of the bidder shall be obtained prior to such expiration.

The high bidder may be subject to a background investigation by the Government.

7.

a. (Deleted)

b. Although by assuming possession under a, above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus one and one-half percent (1-1/2%) rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

8. Taxes. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property.

9. Risk Of Loss. As of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

In the event of a major loss or damage to the property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and the granting of possession to the successful bidder, such loss or damage shall not be considered grounds for invalidating the contract of sale; however, the loss in value to the property as a result of said major loss or damage may be considered in granting an allowance on the purchase price, such allowance to be determined by the Contracting Officer. In any case, with respect to any claim against the Government, the extreme measure of the Government's liability shall not in any event exceed refund of the purchase price or such portion thereof as the Government may have received.

10. Insurance. The Government is not imposing any insurance requirements on the purchaser for the time period between award and possession.

11. Revocation Of Bid And Default. In the event of revocation of a bid after the opening of bids or conducting of an action but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the

successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

12. Government Liability. If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligation as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

13. Deleted

14.

Deleted

15. Tender Of Payment And Delivery Of Instrument Of Conveyance. The Government shall set a sale closing date. The balance of the purchase price must be submitted to the Government agency holding title within 45 days of the date of award unless otherwise stated. The successful bidder shall tender to the Government the balance of the purchase price by Cashier's check. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with paragraph 7 above.

16. Delayed Closing. The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus one and one-half percent (1 1/2%) rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

17. Documentary Stamps and Cost Of Recording. The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security

documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

18. Contract. The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

19. Officials Not To Benefit. No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

INSTRUCTIONS TO BIDDERS

1. Bid Form.

- a. Bids must be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn by telegram prior to the time fixed in this Invitation for Bids for the opening of bids.
- b. Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.
- c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d. In submitting a bid, only return the Bid Form. Retain all other documents, including one copy of the Bid Form, for your record.

2. Bid Envelopes. Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

3. Bid Executed On Behalf Of Bidder. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. **Corporation.** If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

b. **Partnership.** If the bidder is a partnership and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

4. Additional Information. The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request, provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

5. Waiver Of Informalities or Irregularities. The Government may, at its election, waive any minor informality or irregularity in bids received.

6. Acceptable Bid. A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

7. Notice of Acceptance or Rejection. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government reserves the right to reject any or all bids or portions thereof.

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Bill of Sale.

HAZARDOUS SUBSTANCE NOTIFICATION

- a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.
- b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
 - 1) This covenant shall not apply:
 - (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
 - (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
 - 2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
 - (a) the associated contamination existed prior to the date of this conveyance; and
 - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.
- c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in

any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

The Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

ASBESTOS CONTAINING MATERIALS

- a. Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- b. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.
- c. No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

- d. The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f. The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

PRESENCE OF MOLD

The Purchaser is notified that various forms of mold are present at various locations in the subject building(s) on the Property. Results of previous studies performed by the United States are available to the Purchaser. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). The Federal and State government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

AS-IS, WHERE-IS PROVISION

- a. Grantee agrees and acknowledges that Grantor is selling the property strictly on an "as is, where is", with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property's conditions. except as set forth in the contract, Grantee is relying solely and wholly on Grantee's own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the property.
- b. No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any

use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.

- c. Nothing in this "as is, where is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA covenant or any other statutory obligations.

BIDDER REGISTRATION AND BID FORM
FOR PURCHASE OF GOVERNMENT PROPERTY

Upper Air Inflation Shelter
Yakutat Airport, Yakutat, AK
GSA Control No. 9-C-AK-0856
Sealed Bid Sale
Bid Opening 2:00 PM, April 8, 2015

**To: General Services Administration, Real Property Disposal Office (9PZF),
GSA Center, 400 15th Street SW, Auburn, WA 98001-6599**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered below if this bid is accepted by the Government within Forty Five (45) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PZF-10-07, including its Property Description, General Terms of Sale, Important Instructions to Bidders, Bidder Registration and Bid Form for Purchase of Government Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this bid.

Amount Bid \$ _____

If this bid is accepted, the bill of sale should name the following as buyer(s):

Indicate above the manner in which title is to be taken (e.g., husband and wife; joint tenants; tenants in common). Include addresses. Indicate marital status. Include name of spouse if to be named as grantee. If deed is to be made to partnership, provide partnership name. If deed is to be made to partners, provide names of partners.

Bidder Represents that (s)he operates as (check appropriate box) see Paragraph 3 on page 10, Bid Executed on Behalf of Bidder for instructions:

- ☐ an individual
- ☐ an individual doing business as _____
- ☐ a partnership consisting of (include full names of all partners) _____
- _____
- ☐ a corporation incorporated in the State of _____
- ☐ a trustee or an agent with recorded power of attorney acting for _____

Signature of Bidder: _____

Name _____ Date _____

Address _____

City/State/Zip _____ Telephone (____) _____

E-Mail Address _____

CERTIFICATE OF CORPORATE BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Property
see Page 11, Paragraph 3(a), Bid Executed On Behalf Of Bidder for instructions)

**Upper Air Inflation Shelter
Yakutat Airport, Yakutat, AK
GSA Control No. 9-C-AK-0856
Sealed Bid Sale
Bid Opening 2:00 PM, April 8, 2015**

_____, certify that I am _____
(Secretary or Other Title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was

then _____ of said Corporation
(Official Title)

that said bid was duly signed for and on behalf of said Corporation by authority of

its governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer)

(Corporate Seal Here)